



THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

Terrell Green,

Plaintiff,

VS.

James River Insurance Company,

Defendant.

**DAMAN GANTRELL**

Case No.: CJ-2017-\_\_\_\_\_

**DISTRICT COURT  
FILED**

JAN 25 2017

DON NEWBERRY, Court Clerk  
STATE OF OKLA. TULSA COUNTY

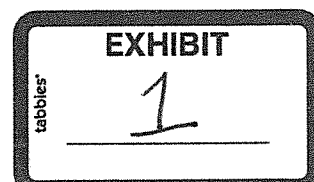
PETITION

**CJ-2017-00300**

COMES NOW Plaintiff, Terrell Green, by and through his attorney of record, Brian R. Berry of Berry & Otterson, P.L.L.C. and hereby submits this Petition against James River Insurance Company. In support, Plaintiff shows the Court as follows:

1. The incident that gives rise to this cause of action occurred in Tulsa County, State of Oklahoma.
2. Terrell Green was at all times mentioned a resident of Tulsa County, Oklahoma..
3. Defendant, James River Insurance Company is an insurance company incorporated in in a state other than Oklahoma and conducts business in the state of Oklahoma, and specifically in Tulsa County.
4. On September 11, 2015 a vehicle driven by Plaintiff, Terrell Green was hit by a vehicle driven by Deneah Schwartz.
5. Deneah Schwartz had no automobile insurance coverage on the date of the accident.
6. On September 11, 2015, Plaintiff, Terrell Green was covered by a policy of automobile insurance, policy number CA436100OK-00, issued by James River Insurance Company, that carried uninsured motorist coverage to compensate him for losses he incurred as the result of an accident caused by an uninsured Motorist.

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7. This Court has jurisdiction of the parties and the subject matter herein while venue is proper in this Court.
8. Terrell Green has incurred medical expenses, continues to incur medical expenses, has lost income, has sustained permanent disabilities and has endured pain and suffering, past and future as a direct result of said collision.
9. Plaintiff put James River Insurance Company on notice of his claim upon realizing Schwartz had no liability coverage.
10. Plaintiff sent information including medical bills and medical records outlining his treatment since the time of the wreck to James River Insurance Company in August, 2016.
11. Plaintiff was made an offer to settle his personal injury claim by James River Insurance Company in October 2016, wherein James River Insurance Company offered Terrell Green approximately 21% of the medical bills he incurred as the result of his September 11, 2015 accident.
12. Plaintiff responded that a counteroffer would not be made until a reasonable offer of settlement was made to him.
13. James River Insurance Company then offered Terrell Green approximately 43% of the medical bills he incurred as the result of his September 11, 2015 accident.
14. Terrell again responded that no counter offer would be made by him until such time as a reasonable offer of settlement was made to him.
15. James River Insurance Company made an offer to Plaintiff of his medical bills in November 2016 and thereafter increased that off by \$8,500.00.
16. James River Insurance Company owes a duty to their insured to evaluate a claim presented by their insured.

17. James River Insurance Company has wholly failed to respond to their insured's repeated requests to make him a fair and reasonable offer and to pay him the sums legally owed to him.
18. James River Insurance Company has failed to deal fairly and in good faith with their insured, Terrell Green.
19. James River Insurance Company has acted with gross disregard for Terrell Green, and as a result, Plaintiff has suffered additional losses.
20. James River Insurance Company violated the Oklahoma Unfair Claims Settlement Practices Act when they violated 36 O.S. §1250.5(4).
21. James River Insurance Company violated the Oklahoma Unfair Claims Settlement Practices Act when they violated 36 O.S. §1250.5 (10).
22. James River Insurance Company violated the Oklahoma Unfair Claims Settlement Practices Act when they violated 36 O.S. §1250.5 (13).
23. James River Insurance Company has paid no part of his claim, although they did admit that his claim had a value of at least in excess of \$120,000.00.

Wherefore, Terrell Green, prays for a judgment as follows:

1. Judgment for the Plaintiff, Terrell Green, against James River Insurance Company, for a sum in excess of \$75,000.00 for actual damages.
2. Judgment for the Plaintiff, Terrell Green, against James River Insurance Company, for a sum in excess of \$75,000.00 for punitive damages.

JURY TRIAL DEMANDED  
ATTORNEY'S LIEN CLAIMED

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